

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

In re: HAROUTIOUN K. KARAGEUZIAN, Debtor.	Chapter 13 Case No. 15-12514-FJB
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STIPULATION

NOW COME Haroutioun Karageuzian (the “**Debtor**”) and U.S. Bank Trust, as defined below, through their respective undersigned counsel, and request that this Honorable Court enter the following stipulation as an order of the Court.

STATEMENT OF MATERIAL FACTS

1. The Debtor is an individual who asserts an ownership interest in the real property known as and numbered 25 Miriam Road, Waltham, Middlesex County, Massachusetts (the “**Property**”).

2. On November 30, 2005, the Debtor executed and delivered to CitiMortgage, Inc. (the “**Lender**”) a note in the original amount of \$365,000.00 (the “**Note**”). Simultaneously therewith, as security for the obligations under the Note, the Debtor and Mayda Mouradian executed and delivered to the Lender a mortgage (the “**Mortgage**”) on the Property.

3. U.S. Bank Trust, National Association, as Trustee of the Bungalow Series F Trust as serviced by BSI Financial Services (“**U.S. Bank Trust**”) is the assignee of the Mortgage.

The Bankruptcy

4. On June 25, 2015, the Debtor filed a Chapter 13 petition, commencing the above-captioned case (the “**Petition Date**”). Doc. No. 1.

5. On February 8, 2016, the Court approved the Debtor’s Chapter 13 plan (the “**Plan**”). Doc. No. 31.

6. On September 29, 2017, U.S. Bank Trust filed its Motion of U.S. Bank Trust for Relief from the Automatic Stay (the “**Motion for Relief**”). Doc. No. 48.

7. On October 13, 2017, the Debtor filed his response to the Motion for Relief. Doc. No. 57.

WHEREAS, the parties hereto desire to resolve all differences between them regarding the Motion for Relief, the parties STIPULATE and AGREE as follows:

- A. The Debtor acknowledges and agrees that the monthly payment amount under the Note and Mortgage as of September 29, 2017 was \$2,243.10. The Debtor also acknowledges and agrees that he is delinquent on his post-petition payments under the Note and Mortgage and, therefore, there exists good cause to grant U.S. Bank Trust relief from the automatic stay regarding the Property.
- B. The Debtor acknowledges and agrees that the post-petition arrears, including the May 2018 payment, total \$61,390.82 (the “**Post-Petition Arrears**”), comprised of the following:

(1) \$60,563.70 for the monthly mortgage payments for March 2016 through May 2018 (27 x \$2,243.10); and

(2) \$1,031.00 for fees and costs that U.S. Bank Trust incurred in drafting and filing the Motion for Relief; less

(3) \$203.88 that U.S. Bank Trust is holding as a post-petition suspense credit.

C. The parties agree that the Debtor will pay as follows:

(1) The Debtor will make his regular monthly Note and Mortgage payments, beginning with the June 2018 payment; and

(2) To cure the Post-Petition Arrears, the Debtor shall make the following payments to U.S. Bank Trust or its successor-in-interest:

a. \$17,520.00 on or before June 8, 2018;

b. Seventeen (17) payments of \$2,438.00 on or before the first of each month, beginning with July 1, 2018 and ending with November 1, 2019; and

c. One (1) monthly payment of \$2,424.82 on or before December 1, 2019.

D. Should the Debtor fail to make the payments in the amounts and by the deadlines described in Paragraph C *supra* during the time period ending December 1, 2019, then U.S. Bank Trust (or its successors-in-interest) may file an Affidavit of Noncompliance (the “**Affidavit**”) that will request, among other things, that this Court grant U.S. Bank Trust relief from the automatic stay and, upon Court approval of the Affidavit and the granting of relief from stay, U.S. Bank Trust may pursue its rights and remedies pursuant to the

Note and Mortgage without further hearing, including but not limited to pursuing its right to foreclose the Mortgage and to pursue summary process proceedings.

E. By entering into this Stipulation, U.S. Bank Trust in no way waives or forfeits its rights to collect any pre-petition or post-petition arrears under applicable law, and in no way alters the terms, conditions, or its rights under the Note and Mortgage.

<p>U.S. BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE OF THE BUNGALOW SERIES F TRUST AS SERVICED BY BSI FINANCIAL SERVICES,</p> <p>By its attorneys,</p> <p>SASSOON & CYMROT, LLP,</p> <p><u>/s/ Richard C. Demerle, Esq.</u> Richard C. Demerle, Esq. (BBO#652242) 84 State Street Boston, MA 02109 (617) 720-0099 RDemerle@SassoonCymrot.com</p>	<p>HAROUTIOUN K. KARAGEUZIAN,</p> <p>By his attorney,</p> <p><u>/s/ Steven K. Parnagian</u> Steven K. Parnagian (BBO 600019) Parnagian & Marinelli, PC 28 Atlantic Avenue, Suite 226 Boston, Massachusetts 02110 Telephone: (617) 720-6120 Email: skp@pmlawpc.com</p>
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DATE: May 22, 2018